



MEMORANDUM

Agenda Item No.7(O)(1)(B)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 7, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Bid Protest and
Recommended Award
of Sodium Polyphosphate
Bid No. 6873-4/07-OTR

RECOMMENDATION

It is recommended that the Board of County Commissioners accept the Hearing Examiner's recommendation under the bid protest and approve the award of Bid No. 6873-4/07-OTR, Sodium Polyphosphate, to Carus Chemical Company (Carus") for one year at an estimated contract value of \$520,000.00 with County four one-year options to renew. The Hearing Examiner affirmed the County's actions and supports our original recommendation to award the contract to Carus, the low responsive, responsible bidder under this competitive procurement.

BACKGROUND

Bid announcements (including electronic, "e-mail" announcements) were sent to twenty-seven companies. Three firms responded and Carus was the low responsive, responsible bidder. Notification of the proposed award to Carus was filed with the Clerk of the Board on May 30, 2003. The routine details of the award are attached (Exhibit A). The second low bidder, who is also the incumbent (CalciQuest Inc) under the County's existing contract for sodium polyphosphate, filed a timely bid protest to the proposed award with the Clerk of the Board. A protest hearing was held July 3, 2003, and the Hearing Examiner presented her report and recommendation on July 23, 2003 (Exhibit B, attached), finding in favor of the County's recommendation of award.

Until now, the County purchased sodium polyphosphate as a sole source. The results of market research performed by the Department of Procurement Management indicated that the purchase of this chemical could be competed, and WASD developed the appropriate technical specifications. The competitive solicitation resulted in three bids being received. Significantly lower prices were obtained in this award to the new vendor. Depending on the volume of WASD's usage of the product, the County stands to save anywhere from \$186,900 to \$240,300 in the first year.

Under the amended legislation approved by the Board in April raising the County Manager's delegated procurement authority for goods and services to \$1 million (Exhibit C, attached), this contract award for \$520,000 would not normally be a Board agenda item. The award does require Board approval in this case, however, due to the presence of the bid protest and the unchanged requirement of the County's bid protest ordinance that the results of any bid protest over \$500,000 be presented to the Board for final review.

Honorable Chairperson and Members
Board of County Commissioners
Page 2

CONCLUSION

Given the conclusion of the Hearing Examiner that the County's original award recommendation was the proper one, I recommend that the Board approve the award of this contract to Carus Chemical Company as detailed at Exhibit A.

Attachments: Exhibit A, Bid Details
Exhibit B, Hearing Examiner's Findings and Recommendations
Exhibit C, Manager's Delegated Authority Ordinance



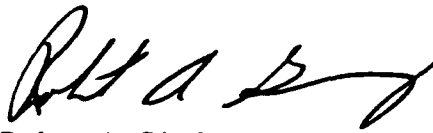
Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. **DATE:** October 7, 2003
and Members, Board of County Commissioners

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(O)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☒ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(O)(1)(B)
10-7-03

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE HEARING EXAMINER'S
RECOMMENDATION UNDER THE BID PROTEST
AFFIRMING THE COUNTY'S ACTIONS IN THIS
COMPETITIVE PROCUREMENT AND AUTHORIZING THE
AWARD OF A CONTRACT FOR BID NO. 6873-4/07-OTR FOR
SODIUM POLYPHOSPHATE AND THE RIGHT TO EXECUTE
OPTIONS TO RENEW ESTABLISHED THEREUNDER

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of the County to accept the Hearing Examiners recommendation affirming the County's actions in this competitive procurement and authorizing the award of a contract for Bid No. 6873-4/07-OTR for Sodium Polyphosphate and the right to execute options to renew established thereunder.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. DM
David Murray

By: _____
Deputy Clerk

David M. Murray

5

DETAILS OF THE AWARD

It is recommended that the following item solicited through formal competitive bidding procedures, be awarded to the following bidder(s) meeting specifications as follows:

1.1

BID NUMBER:

6873-4/07-OTR

EXHIBIT A

Title:

Sodium Polyphosphate

Description:

To establish a contract for the purchase of sodium polyphosphate used to coat the pipes to prevent lead from leaching into the drinking water.

Department(s):

MDWASD

Allocation(s):

\$520,000.00

Term of Contract:

One year

Option(s) to Renew:

Four one-year options to renew

**Number of Bid
Announcements Issued
(including electronic):**

Twenty-seven

**Number of Bid
Packages Sold:**

Four

**Number of Bid Packages
Downloaded:**

None

**Number of Bids
Received:**

Three

Special Conditions:

Insurance

Review Committee Date:

May 1, 2002; Item #2-17

**Review Committee
Recommendation:**

No measure (insufficient availability)

Previous Measure:

No measure

Advertisement Date:

May 14, 2002

Living Wage:

Not applicable (no services contemplated).

Method of Award:

One low responsive, responsible bidder in the aggregate.

Vendor(s): Carus Corporation d/b/a/ Carus Chemical Company

Estimated Contract Usage: One year: \$520,000.00

Previous Contract Usage: One year: \$660,000.00

Comments: The bid was advertised on the DPM website and in four local newspapers: Diario Las Americas; Miami Times; Daily Business Review; and Haiti En Marche.

CALCIQUEST, INC.

Petitioner,

BID PROTEST

BID NO. 6873-4/07-OTR

SODIUM POLYPHOSPHATE

v.

MIAMI-DADE COUNTY, FLORIDA,

Respondent.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS

REPORT AND RECOMMENDATION OF HEARING EXAMINER

BACKGROUND

This matter comes before this Hearing Examiner on the Protest dated and filed June 12, 2003, filed by Calciquest, Inc.

1. The instant protest arises out of Miami-Dade County Invitation to Bid 6783-4/07-OTR-CW ("the Invitation to Bid"). The Invitation to Bid sought to procure a vendor to supply the County sodium polyphosphate. Sodium polyphosphate is used to ensure that water supplied by the County's Water and Sewer Department ("the Department") complies with the Environmental Protection Agency's ("EPA") Lead and Copper Rule, codified at 40 C.F.R. 141.80 *et seq.*

2. The Invitation to Bid contains various technical criteria, found at Section 3.1 of the Invitation, specifying the chemical composition of the product desired by the County. There is no allegation that these technical criteria are inaccurate; County staff believes that a product that complies with these technical criteria will pose no health or safety risk to the public.

CLERK OF THE BOARD
2003 JUL 23 AM 9:40
CLERK, CHIEF CLERK & COUNTY COURTS
MIAMI-DADE COUNTY, FLA.

3. The Invitation to Bid also contains, at Section 2.33, various criteria relating to bidder qualification. In the event a bidder does not comply with these criteria, the County may, but is not required to, find the bidder non-responsive.

4. Both Carus Chemical Company ("Carus") and Calciquest, Inc. ("Calciquest") submitted bids in response to the Invitation to Bid. Carus' bid was the lowest dollar bid; Carus offered to supply the County sodium polyphosphate at a rate of three hundred seventy dollars (\$370.00) per ton. Calciquest was the second low bid, offering a per ton rate of six hundred and twenty two dollars (\$622.00).

5. Carus' bid complied with the technical specifications. There is nothing on the face of the bid which indicates that Carus will or can not comply with the technical specifications found in the Invitation to Bid, Section 3.1. This compliance was confirmed in a letter from Carus to Abe Rodriguez, the County's Purchasing Agent, dated December 13th, 2003. After examining this letter, the County determined that the product bid by Carus--AquaMag/K-5--did indeed meet the technical specifications. Carus did not amend its bid.

6. Carus' bid did not comply with Section 2.33(c). That Section requires the bidder to show that the product bid has been used in a "Florida utility serving a population of approximately 100,000 and whose source of water is from deep wells and uses lime softening for treatment." The County determined that this omission was non-material. There is no evidence that this omission allowed Carus to underbid the competition or otherwise upset the competitive balance. Carus' products are used in cities in Florida, as well as in other cities across the nation.

ANALYSIS

7. Calciquest has raised numerous issues in its protest and during the course of this proceeding. These issues are: 1) Carus failed to comply with National Sanitation Foundation ("NSF")-60 Certification, 2) Carus failed to provide the period of time for initial fee rate start up, 3) Carus failed to provide contact information, 4) Carus bid two products instead of one, 5) Carus failed to provide information that it will manufacture the product at its facility, and 6) the polyphosphate/organophosphate ratio in the product bid was not in compliance with Section 3.1 of the Bid.

8. The first and second issues were raised for the first time during the conduct of the July 3rd, 2003, hearing. This Hearing Examiner has been presented no documents showing that these issues were raised, specifically, and in writing, prior to the hearing. These issues are therefore not before this Hearing Examiner; pursuant to Miami-Dade County Ordinance 2-84 and Miami-Dade County Administrative Order 3-21, no issue or grounds which was not set forth specifically in the protest filed with the clerk may be considered. As my authority in this matter derives from Miami-Dade County Ordinance 2-84 and Miami-Dade County Administrative Order 3-21, this Hearing Examiner has no jurisdiction to entertain these claims.

SCOPE OF REVIEW

9. With respect to the remainder of the claims, the scope of the Hearing Examiner's review is exceedingly limited. Unless the County's recommendation to award this bid to Carus are arbitrary and capricious, or if it is the product of dishonesty, fraud, illegality, oppression, or misconduct, the Hearing Examiner must affirm that decision. See Liberty County v. Baxter Asphalt & Concrete, Inc., 421 So.2d 505, 507 (Fla. 1982);

City of Cape Coral v. Water Services of American, Inc., 567 So.2d 510, 513 (Fla. 2nd DCA 1990). There is no allegation of fraud, dishonesty, or the like; therefore, the review is confined to determining whether the actions of the County are arbitrary and capricious.

NUMBER OF PRODUCTS BID

10. With respect to the allegation that Carus impermissibly bid two products, the Hearing Examiner finds that the evidence does not support this claim. Robert Myers, testifying for Carus stated clearly, and on numerous occasions, that only one product was bid: AquaMag/K-5. While it is unfortunate that this name may cause confusion to those not familiar with Carus' terminology, this confusion was cleared to the satisfaction of the County. As the County is satisfied that only one product was bid, and as the testimony of Robert Myers reasonably supports this conclusion, the Hearing Examiner finds that it was neither arbitrary nor capricious for the County to award the bid to Carus. See Miami-Dade County v. Church and Tower Inc., 715 So.2d 1084, 1089 (Fla. 3rd DCA 1998)(where bid award decision is based on facts reasonably tending to support it, Courts should not interfere, even if decision may appear incorrect).

TOLL BLENDING

11. With respect to the allegation that Carus is a toll blender, the Hearing Examiner finds that the evidence does not support this claim. Robert Myers testified for Carus that the AquaMag/K-5 to be supplied was manufactured at a single facility, and was not blended between facilities. In its letter to Abe Rodriguez of December 13th, 2003, Carus had previously stated that the AquaMag/K-5 to be supplied was manufactured at a single facility, and in fact invited the County to visit that facility. The

County has determined that Carus is not a toll blender; the evidence reasonably supports this conclusion. The Hearing Examiner therefore finds that it was neither arbitrary nor capricious for the County to award the bid the Carus. See Miami-Dade County v. Church and Tower Inc, 715 So.2d 1084, 1089 (Fla. 3rd DCA 1998)(where bid award decision is based on facts reasonably tending to support it, Courts should not interfere, even if decision may appear incorrect).

COMPLIANCE WITH SECTION 3.1 OF THE BID

12. With respect to allegations that the AquaMag/K-5 to be supplied by Carus has an improper ratio of polyphosphate to organophosphate, this Hearing Examiner finds that the evidence supporting this claim is not dispositive in either direction. Carus' bid shows that AquaMag/K-5 will meet the technical specifications contained in Section 3.1 of the bid; Carus indicated this again in its December 13th, 2003, letter to Abe Rodriguez. In that letter, Carus in fact offered to certify each batch of product shipped as being in compliance with these technical standards.

13. The County, examining these facts, determined that the AquaMag/K-5 met the technical criteria contained in Section 3.1 of the Bid. There are facts in the record that reasonably support this conclusion. Reasonable persons might reach a different conclusion than did the County; but that alone would not allow the Hearing Examiner to overturn the County's action. As the Florida Supreme Court has noted: "a public body has wide discretion in soliciting and accepting bids for public improvements and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear erroneous or if reasonable persons may

disagree." Baxter Asphalt & Concrete, Inc., 421 So.2d at 507 (Fla. 1982); See Also Dept. of Trans. v. Grove-Watkins Constructors, 530 So.2d 912, 914 (Fla. 1988)(in bid protest, "hearing officer's sole responsibility is to ascertain whether the agency acted fraudulent, arbitrarily, illegally, or dishonestly"). As there are facts reasonably tending to support the County's decision that Carus' bid met the technical specifications, this Hearing Examiner finds that it was neither arbitrary nor capricious for the County to recommend award of the Bid to Carus, and declines to second-guess the County's technical determination. See Miami-Dade County v. Church and Tower Inc, 715 So.2d 1084, 1089 (Fla. 3rd DCA 1998)(where bid award decision is based on facts reasonably tending to support it, Courts should not interfere, even if decision may appear incorrect).

COMPLIANCE WITH SECTION 2.33 OF THE BID

14. Finally, it is undisputed that Carus did not comply with Section 2.33(c) of the bid. The task of this Hearing Examiner, therefore, is to determine if this omission renders the bid non-responsive. Under Florida law the County can accept defective bids, so long as the defect is not material. See Robinson Electrical Co. Inc. v. Dade County, 417 So.2d 1032 (Fla. 3rd DCA 1982). A defect is material if it restricts competition or deprives the County of its assurances that the contract will be executed and carried out. See Robinson Electrical Co. Inc., 417 So.2d at 1034 (Fla. 3rd DCA 1982). Courts have held that competition is not restricted unless the defect would allow the bidder to alter the price of its bid. See Harry Pepper and Associates v. City of Cape Coral, 352 So.2d 1190 (Fla. 2nd DCA 1977)(competition restricted if omission allows bidder to alter bid price).

15. There is no evidence in the record that Carus derived any competitive advantage from this omission. For this Hearing Examiner to conclude that it gave a competitive advantage to Carus would be pure speculation. And, assuming that the product bid complies with the technical specifications, see 12-13 infra, there is no risk to the public; this Hearing Examiner notes also that this bid requires a bond, providing further insurance that the contract will be carried out. Additionally, the evidence shows that Carus serves customers across the nation, including other large municipal systems such as Chicago and Philadelphia; while obviously no iron-clad guarantee, this fact suggests that Carus has sufficient experience to properly perform the contract. Finally, the County and Calcquest both agree that Section 2.33 allows the County to accept non-conforming bids. The language in that section is quite clear that the County "may" find a defective bid non-responsive, but is not required to do so.

16. Moreover, Carus is indisputably the low the bidder on this Invitation to Bid; and "there is no public interest, much less substantial public interest, in disqualifying low bidders for technical omissions." Intercontinental Properties Inc. v. State Dept. of Health and Rehabilitative Services, 606 So.2d 380 (Fla. 3rd DCA 1992). Accordingly, this Hearing Examiner finds that the County may properly recommend award of this contract to Carus irrespective of Carus' failure to comply with Section 2.33(c). The Invitation to Bid allows the County this discretion, and this defect is not material. It is therefore neither arbitrary nor capricious for the County to recommend award of this bid to Carus.

CONCLUSION

17. As stated above, the scope of this review is limited to determining if the County's decision to award the bid to Carus is arbitrary and capricious. This Hearing Examiner is not permitted to reweigh the evidence. So long as evidence exists reasonably tending to support the decision of the County, the Hearing Examiner must affirm the County's decision; the mere fact that a Hearing Examiner, or another bidder, might come to a different conclusion on these same facts is irrelevant in this matter. In this case, this Hearing Examiner finds that the County in good faith determined that Carus' bid is proper, based on the facts recited above. This Hearing Examiner finds nothing in this record that would allow me to conclude that this action is arbitrary and capricious. This Hearing Examiner therefore affirms the County's action, and recommends award of this bid to the lowest responsive responsible bidder, Carus.

This Report and Recommendation of the Hearing Examiner is being submitted to the Clerk of the Board on this 22 day of July, 2003.

Rosemary Usher Jones
Rosemary Usher Jones
Hearing Examiner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 22 day of July, 2003 to Dave Murray, Esq., 3071 SW 38 Avenue, Suite 526, Miami, FL 33146 and Teresa J. Urda, Esq., Concepcion, Rojas & Santos, LLP, 220 Alhambra Circle, Suite 350, Coral Gables, FL 33134.

Rosemary Usher Jones
Rosemary Usher Jones
Hearing Examiner

MEMORANDUM

Amended
Agenda Item No. 6(C)

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: February 4, 2003

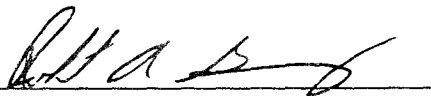
FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Ordinance amending Section
2-8.1 of the Code to increase
the County Manager's delegated
authority to advertise for bids

(Second Reading 4-8-03)

O#03-67

The accompanying ordinance was prepared and placed on the agenda at the request of Commissioner Rebeca Sosa.


Robert A. Ginsburg
County Attorney

RAG/bw



MEMORANDUM

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: April 8, 2003

FROM: Steve Shiver
County Manager

SUBJECT: Ordinance amending Section
2-8.1 of the Code to increase
the County Manager's delegated
authority to advertise for bids

This ordinance amends Section 2-8.1 and includes language that delegates authority to the County Manager to advertise for bid, award, and reject bids or proposals for public improvement construction contracts costing \$500,000 or less without Board action. In addition, the amount authorized to the County Manager for purchases of supplies, materials, and services other than professional services is raised from \$500,000 to \$1,000,000. The increase in delegated authority to the County Manager to advertise solicitations without action of the Board will save approximately two to three months in the procurement process. The proposed ordinance will not have a fiscal impact on the County.

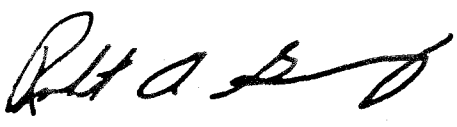


MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: April 8, 2003

FROM: 
Robert A. Ginsburg
County Attorney

Amended
SUBJECT: Agenda Item No. 6(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)

Approved _____ Mayor

Veto _____

Override _____

Amended
Agenda Item No. 6(C)
4-8-03

ORDINANCE NO. 03-67

ORDINANCE AMENDING SECTION 2-8.1 OF THE
CODE OF MIAMI-DADE COUNTY FLORIDA TO
INCREASE THE COUNTY MANAGER'S
DELEGATED AUTHORITY TO ADVERTISE FOR
BIDS, AWARD AND REJECT BIDS OR
PROPOSALS FOR THE PURCHASE OF UP TO ONE
MILLION DOLLARS (\$1,000,000) WORTH OF
SUPPLIES, MATERIALS OR SERVICES (OTHER
THAN PROFESSIONAL SERVICES) WITHOUT
THE NEED FOR PRIOR COMMISSION
APPROVAL; PROVIDING SEVERABILITY,
INCLUSION IN CODE AND EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA,

Section 1. Section 2-8.1 of the Code of Miami-Dade County, Florida, is
hereby amended as follows:¹

Sec. 2-8.1. Contracts and purchases generally.

(a) *Scope.* Except as provided in subsections (f) and (h), this section shall apply to all contracts for public improvements and purchases of all supplies, materials and services other than professional services.

(b) *Bid requirement for certain purchases; delegation of authority to advertise, award and reject bids for certain purchases*
Formal sealed bids shall be secured for all contracts and purchases within the scope of this section when the transaction involves the expenditure of one hundred thousand dollars (\$100,000.00) or more, except that the Board of County Commissioners, upon written recommendation of the County Manager, may, by resolution adopted

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged

by two-thirds (2/3) vote of the members present, waive competitive bidding when it finds this is to be in the best interest of the County. The County Manager is hereby delegated the authority to advertise for bid, award, and reject bids or proposals for contracts >>for public improvements (construction) costing five hundred thousand dollars (\$500,000) or less<< and purchases >>of supplies, materials and services other than professional services<< [[when the transaction involves the expenditure of five hundred thousand dollars (\$500,000.00)]] >>costing one million dollars (\$1,000,000)<< or less without the need for action by the County Commission. >>The Inspector General shall be invited to participate as appropriate in the processes by which the authority delegated hereby is exercised.<< The County Manager is delegated the authority to utilize any of the following processes for selection of a contractor to perform contracts for public improvements involving the expenditure of five hundred thousand dollars (\$500,000.00) or less: competitive price bidding, request for proposals, or request for qualifications without the need for prior approval of the County Commission. The County Manager shall review all construction projects to determine whether the break-up of the project into smaller contracts will increase the opportunity for CSBEs to participate therein. For those contracts where the County Manager requests authority from the County Commission to advertise, the request for such authority shall advise the steps taken to accomplish the foregoing sentence. The County Manager may designate appropriate County staff to exercise the authority delegated hereunder by administrative order, approved by the Board of County Commissioners.

Section 2. If any section, subsection, sentence, clause of this ordinance is held invalid, the remainder of this ordinance shall not be affected thereby.

Section 3. This ordinance does not contain a sunset provision.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," or "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency. RAG

Prepared by:

RAC

R. A. Cuevas, Jr.

Sponsored by Commissioner Rebeca Sosa